

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)	
)	
v.)	The Honorable Liam O’Grady
)	
KIM DOTCOM, et al.,)	
)	Criminal No. 1:12-CR-3
Defendants)	

**[PROPOSED] RESPONSE OF DEFENDANT
MEGAUPLOAD LIMITED TO EMERGENCY MOTION FOR
PROTECTIVE ORDER BY NON-PARTY CARPATHIA HOSTING, INC.**

Defendant Megaupload Limited (“Megaupload”) hereby specially appears—upon and pursuant to this Court’s grant of appropriate leave—for the limited, exigent purpose of responding to non-party Carpathia Hosting, Inc.’s (“Carpathia”) emergency motion for protective order and supporting memorandum. *See* D.E. 38-39. Because the United States’ response to that motion, *see* D.E. 56, amounts to a surefire recipe for spoliation, Megaupload is compelled to rejoin lest the evidentiary record, and the fundamental fairness, of this proceeding be compromised beyond repair.

Carpathia is pleading for relief from the significant out-of-pocket expenses it has been incurring, and is no longer willing to incur absent adequate relief, in order to maintain 1,103 computer servers (“Mega Servers”) that were previously leased to Megaupload. These 1,100+ Mega Servers in question contain 25 petabytes (25 million gigabytes) of data that was uploaded by former users of Megaupload’s cloud-storage business; they house, in essence, the universe of relevant evidence against which the Government’s allegations against Megaupload may be fully and fairly assessed. From that universe, the Government has cherry-picked “selected Carpathia servers,” and, within those, “selected data” that it has forensically copied for use in making its

allegations against Megaupload. D.E. 56 at 2. Having made those self-selected copies, the Government is now content to let the remainder be wiped clean. Indeed, not only is the Government unwilling to pay for continued preservation out of its own pocket, but it will *not even permit Megaupload* to pay for preservation (out of tens of millions of dollars in Megaupload's assets the United States has frozen), *see id.* at 6 & n.6, nor will it permit "any transfer of the Mega Servers from Carpathia to the defendants." *Id.* at 4.

The United States has seized and frozen *all* of Megaupload's assets, which include more than \$60 million in cash and well over \$100 million all told. In taking this extraordinary step, the Government must necessarily be alleging that every dollar of these assets is the proceeds of illegal activity. The basis of this allegation are the Government's self-selected copies of a tiny fraction of Carpathia's 1100+ servers; even as to that fraction, the Court is asked to assume that every scrap of information on those servers amounts to criminal copyright infringement or perhaps some other illegal activity. If there is logic to the Government's actions, there is nothing lawful to be found across Megaupload's business as reflected on those 1100+ servers. Only thus might the Government forbid Carpathia from so much as transferring to Megaupload the Mega Servers housing Megaupload content. Notably, the Government is further forbidding Megaupload from using any of its assets to pay Carpathia for continued preservation of the Mega Servers' content. And it has, in the face of Carpathia's earnest submission that it will cease preserving the servers absent the requested relief, urged the Court to deny such relief, because "the government has already completed its acquisition of data from the Carpathia Servers authorized by the warrant." *Id.* at 4. In essence, the Government has taken what *it* wants from the scene of the alleged crime and is content that the remaining evidence, even if it is exculpatory or otherwise relevant to the defense, be destroyed. And by refusing to permit Megaupload to use

its assets to mount a defense, the Government is effectively making sure that Megaupload has no practical way to preserve the evidence itself.

Such a course of proceeding by the Government would be troubling in any circumstance. But this is, of course, a *criminal* case. It is, in fact, what the Government has called the largest such case it has ever brought in the history of alleged copyright piracy. If the Government's position now wins the day, the integrity of what ensues will be lost—the Mega Servers will have been wiped and potentially exculpatory or relevant evidence will have been spoliated, *en masse*, before being properly surveyed by the parties, not to mention the Court. The Government's case may be advantaged by this course of action, but much else will suffer and due process will not permit it. We respectfully submit that the Court should instead award Carpathia relief tailored to ensure continued preservation, at least until such time as Megaupload has been afforded a meaningful sense of the evidence the Government intends to use against it and a corresponding opportunity to assemble a defense from all of the available evidence, not just what the Government has decided is relevant.

Assuming *arguendo* that the Government is not ordered to bear Carpathia's preservation costs in the meantime (as the Government can and should be, as the price of securing a full and fair evidentiary record upon which prosecution can proceed), Megaupload stands ready to do so out of its own assets, currently frozen, subject to reaching fair terms with Carpathia and obtaining this Court's authorization. And, acknowledging the imperative for economy, we respectfully suggest that the Court may want to order consultations between the parties, along the lines of the meet and confer that would obtain for electronic discovery in the civil context pursuant to FEDERAL RULE OF CIVIL PROCEDURE 26(f), designed to contour, streamline, and expedite the extraction of relevant material relative to the operative theories and issues in

dispute. What currently seems clear beyond peradventure, however, is that a complete record must be preserved and the Government's contrary position rebuffed.

BACKGROUND

Prior to being shut down by the Government, Megaupload operated a cloud storage service that allowed tens of millions of users throughout the world to store, retrieve, and share hundreds of millions of files. In connection with this service, Megaupload leased approximately 25 petabytes of data storage from Carpathia, spread across 1,103 servers across the United States (the "Mega Servers"). While Carpathia owns and maintains physical possession of the Mega Servers themselves, Megaupload owns the data contained on the servers.

On January 5, 2012, the United States Government indicted Megaupload, its founder, Kim Dotcom, and seven others in what it described as one of "the largest criminal copyright cases ever brought by the United States."¹ At the same time, the Government restrained virtually every bank account and other source of funding available to the Defendants, devastating the business and financially crippling Defendants' efforts to defend themselves against the Government's unprecedented—and (as we now respectfully submit and intend to substantiate), unduly adventurous—criminal allegations. The Government's pretrial seizure precluded Megaupload from, *inter alia*, paying Carpathia for the costs of hosting Megaupload's data. Carpathia subsequently terminated Megaupload's contract.

On January 19, 2012, the Government executed search warrants at various locations around the world, including at Carpathia's premises in the Eastern District of Virginia. In a letter dated January 27, 2012, the Government informed Megaupload that it had "copied *selected*

¹ Press Release, U.S. Department of Justice, Justice Department Charges Leaders of Megaupload with Widespread Online Copyright Infringement (Jan. 19, 2012), <http://www.justice.gov/opa/pr/2012/January/12-crm-074.html>.

Mega Servers and copied *selected* data from *some* of the other Mega Servers,” without illuminating what specific data it had collected or what procedures, if any, it had implemented to locate and preserve potentially exculpatory evidence. *See* Letter from J. Prabhu to P. Davison, QC; I. Rothken, Esq.; and G. Foley, Barrister (Jan. 27, 2012) (Dkt. 32) (emphasis added). The Government then disclaimed any “actual or constructive custody or control” over the Mega Servers by the United States and warned that Carpathia might begin deleting the contents of the servers as early as February 2, 2012—a mere five days later. *See id.*

On January 29, 2012, sensing that evidence critical to its defense and data belonging to innocent third parties would imminently be destroyed, Megaupload requested that the government unfreeze enough assets to enable Megaupload to pay for bandwidth, hosting, and a system administrator to protect the data and to allow third parties to access data that was rightfully theirs. E-mail from I. Rothken to J. Prabhu (Jan. 29, 2012) (Exhibit A). The government was unwilling to entertain this reasonable request.

On February 28, 2012, KPMG LLC visited the Equinix Data Center in Ashburn, Virginia, where the majority of the 1,103 Mega Servers are located for the limited purpose of mirroring two servers: a web server and a database server. Declaration of David Shin (“Shin Decl.”) ¶ 7 (Exhibit B). The purpose of this narrow mirroring was not simply to preserve evidence stored on those two servers, but also to further the defendants’ attempts to work with the Government to develop an effective data preservation plan for this case, which involves an unprecedented amount of electronic evidence. *See id.* Although the mirroring performed by KPMG on the two servers represents a miniscule percentage of the total data on all 1,103 Mega

Servers at issue in this case, it took KPMG 40 hours and cost approximately \$30,000 to complete the work.² *Id.* ¶ 9.

Because the Government refused to release funds to Megaupload that it could for data preservation and refused to engage in a meet and confer to develop a mutually agreeable data preservation plan, in late-February, Megaupload and Carpathia entered into discussions to effect the transfer all of the servers to the control and possession of Megaupload. Megaupload and Carpathia indeed reached an agreement whereby Megaupload would purchase the servers from Carpathia at a price of \$1,465,500 to be paid by Megaupload upon the final disposition of the criminal case against Megaupload. *See* Carpathia/Megaupload Asset Transfer and Limited Hosting Agreement ¶¶ 1.3, 1.4 (Exhibit C). Understanding that this transfer might be of concern to the Government given the importance of the servers to this case, Megaupload and Carpathia voluntarily disclosed their agreement to the Government. Notwithstanding the fact that the transaction was, according to the Government “at root a private contractual matter” between Megaupload and Carpathia, D.E. 56 at 4 n.2, the Government lodged an unspecified objection to the transfer.³ Consequently, the transfer did occur and the servers remain in the possession of

² KPMG estimates that the total costs of mirroring all of the Mega servers would be on the order of \$7.5 million. Shin Decl. ¶ 10.

³ The Government’s belated attempts to defend its objection to the transfer of the servers from Carpathia to Megaupload by suggesting that the transfer was “unrestricted” and that “the defendants will seek to transfer the Carpathia Servers out of this [C]ourt’s jurisdiction (for example, overseas) or use them for an improper commercial purpose (for example, to attempt to reestablish criminal activity)[.]” Government Response to Carpathia Motion at 4 n.3, lack merit. On March 14, 2012, Megaupload informed the Government that, as part of the transfer agreement, Megaupload would agree, among other things, that the servers would be “preserved and under a litigation hold”; that Megaupload’s counsel and its consultants would have “exclusive access to the Mega data hosted on the Mega servers”; that “[a]ll uses of the data . . . [would] be for purposes of assisting Mega[upload], and [its] co-defendants in criminal or civil litigation”; that “consumer access to server content shall be prohibited and allowed only on such terms as shall be ordered by a United States District Court or agreed to in writing signed by the US Attorney’s Office”; and that “[n]o electronically stored materials may be materially altered,

Carpathia, which is being forced to bear the costs of preserving evidence that Megaupload has been trying for months to work with the Government to preserve.⁴

ARGUMENT

The Government's approach here has been to extract "selected" electronic material it desires for purposes of making its case, and, after freezing the Defendant's assets that could otherwise go towards preservation, leave the remaining body of evidence to spoliage. This is not caricature—it is fact, as laid bare in the submissions before the Court. And it is untenable for multiple reasons.

I. THE COURT HAS INHERENT POWER AND DUTY TO ENSURE PRESERVATION OF POTENTIALLY EXCULPATORY EVIDENCE.

A defendant can be convicted only upon competent evidence that leads a jury to conclude, beyond a reasonable doubt, that the defendant has committed the alleged crimes. That premise is built into the bedrock of our system of criminal justice and is a cornerstone of due process as long known under our Constitution. As a corollary, a criminal defendant is constitutionally entitled to be alerted to and enabled to use any and all evidence that may tend to be exculpatory relative to the charges. *See Kyles v. Whitley*, 514 U.S. 419, 432 (1995); *United States v. Bagley*, 473 U.S. 667, 674 (1985); *United States v. Agurs*, 427 U.S. 97, 106 (1976); *Brady v. Maryland*, 373 U.S. 83, 86, 83 S.Ct. 1194 (1963). Indeed, the Government has an

wiped, deleted, or destroyed in any manner." E-mail from I. Rothken to J. Prabhu (Mar. 14, 2012) (Exhibit D).

⁴ A similar problem exists with servers that house Megaupload content currently maintained by Leasweb in the Netherlands. Like Carpathia, Leasweb is refusing to continue to maintain the servers absent appropriate compensation and has threatened to cease its maintenance as of April 13 absent appropriate compensation. Megaupload would hope to use its assets upon release by the Court to ensure preservation on that front as well.

affirmative obligation to identify and turn over whatever evidence in its possession may tend to be exculpatory. *See, e.g., Brady*, 373 U.S. at 86.

In this case, the Government would effectively eviscerate its affirmative obligations under *Brady* and Megaupload's due process rights along with them. The Mega Servers are central to the Government's allegations and to this entire case; the Government itself, in its superseding indictment, has pointed to them as an instrumentality of what it calls the "Mega Conspiracy." D.E. 34 at ¶39. Although the Government offers assurance that it "has made exact forensic copies of data from the Carpathia Servers, which the defendants will have opportunity to inspect," D.E. 56 at 6 n.5, that assurance rings hollow, for the Government notes that it focused on "*selected* Carpathia Servers," from which it copied "*selected* data," without illuminating how it made its "select[ions]." *Id.* at 2 (emphases added). The Government carefully avoids saying, presumably because it cannot say, that it has preserved a fair and representative sample from the servers, much less that it has endeavored to identify and extract any potentially exculpatory aspects. No doubt the Government selected, from the awesome universe of 25 petabytes (25 million gigabytes) spanning 1,100+ Mega Servers, some minute sliver (the Government does not specify how much) that it isolated upon as likeliest to support its theories of criminal misconduct. If the Government now has its way, its sliver will come to define the outer boundary of what is available for Megaupload to explore in developing its defense. This is not, to understate the point, a fair playing field.⁵

⁵ A close reading of the Government's account engenders further concern, for if it evinces any unifying principle, it is that Megaupload should be prevented from plucking its own evidentiary fruits from a currently bountiful record. Whereas the Government initially resists judicial intervention by painting Carpathia's request as "a request for declaratory judgment on a private contractual matter," D.E. 56 at 1, it later indicates that the matter should *not* be left to private contract because "the government . . . ha[s] objected to such a transfer" of the Mega Servers as negotiated and proposed by Megaupload and Carpathia. *Id.* at 4 n.3. Its reasoning

In actuality, The Mega Servers are highly relevant to the claims and defenses not only in the criminal action but also in a civil action. To take but a few examples, Megaupload may invoke the *Sony* doctrine protecting substantial non-infringing uses of the cloud storage systems; it may point to lawful content as probative of its intent; it may invoke examples of protected first amendment activities transpiring over the servers; it may turn up evidence of where, how, when, and by whom a particular uploading or downloading was orchestrated, and whether it was protected by fair use; and it may position particular instances or categories of instances within a safe harbor statutorily afforded. The answers to these and other such questions may well lie within the Mega Servers, currently set to be destroyed.

The Government suggests this Court is powerless by pointing to Federal Rule of Criminal Procedure 12(b)(4) and arguing that the discovery phase does not begin until after arraignment of the defendants. The suggestion does not bear scrutiny.⁶ To be sure, in the ordinary case, Megaupload could be left to its own devices to preserve and mine the evidentiary record. But, as should be obvious, this is an *extraordinary* case where the Government has disabled Megaupload's own devices (by freezing its assets) and the vast majority of the evidentiary record is in imminent peril of being lost. There is ample warrant, and, indeed, necessity for the Court to intercede in this circumstance. So too is there on-point precedent. Specifically, in *United States*

then becomes mystifying when it asserts (without any substantiation) "that the Carpathia Servers may contain child pornography, rendering the Carpathia Servers contraband." *Id.* at 5 n.3. To take the Government at its word, therefore, it at best is greeting with equanimity, and at worst is advocating, the imminent *destruction* of evidence of *child pornography*. It is passing strange for the Government to express a preference for the destruction of evidence of criminal conduct over the preservation of it for criminal investigation.

⁶ Even more spurious is the Government's complaint that arraignment has "been delayed solely due to defendants' unwillingness to submit to the jurisdiction of this Court." D.E. 56, at 4. Suffice it to say that a criminal defendant need not choose between contesting jurisdiction, on the one hand, and developing a full and fair evidentiary record, on the other. A criminal defendant is entitled to do *both*, consistent with the Constitution and the rule of law.

v. Salad, 779 F. Supp. 2d 503 (E.D. Va. 2011), this Court last year ordered the United States to maintain possession of a yacht that stood to yield evidence of a defendant's alleged hijacking. *See id.* at 507-08. The Court did so pursuant to its inherent authority, citing consistent caselaw confirming such authority, and did so in order to afford "defense counsel sufficient time to investigate the vessel." *Id.* at 508. The same reasoning obtains here.

The Government posits three distinctions of *Salad*. None holds water.

First, the Government notes that, there, "the defendant was the party seeking relief." D.E. 56 at 6. As of this submission, the same holds here. Moreover, both the Government and Megaupload are before the Court, and Megaupload is *affirmatively seeking* to preserve evidence the evidence at issue. All it needs is leave of Court, short of any coercion, in order to achieve preservation. If anything, therefore, the result in *Salad* follows *a fortiori* here.

Second, the Government claims that "the defendants' forensic experts have already had the opportunity to inspect." D.E. 6 at 5. To the extent the Government thereby means to suggest that Megaupload has had meaningful opportunity to inspect the *entire universe* of Mega Servers to mine potentially exculpatory evidence that could aid in its defense, it distorts the facts beyond all recognition. In fact, as detailed in the accompanying declaration of David Shin, Megaupload's forensic expert from KPMG, Mr. Shin operated under strict constraints in mirroring *exactly two* of the 1,100+ Mega Servers. To be clear, Mr. Shin did so in the absence of any assets being released from the freeze to fund his services, even as he incurred some \$30,000 in fees, and he did so before the Government came forward with meaningful specifics of its case against Megaupload. Simply put, Megaupload has not yet had meaningful opportunity to inspect and mine the Mega Servers, nor will it have such opportunity until *after a Farmer* hearing and *after* the Government has made a fair breast of its case. Until such time as both have

occurred, and proper inspection has ensued, the full evidentiary record should be preserved in the form of the Mega Servers just as it was in the form of the yacht in *Salad*.

Third, the Government trumpets that it “has made exact forensic copies of data from the Carpathia Servers” without relying on mere “photographs and videos.” D.E. 56 at 6 n.5. That is cold comfort indeed, given that the Government says nothing about *how* it “selected” the “exact forensic copies” it chose to snippet. By all indications, the Government cherry-picked a tiny fraction that would be best for its case and worst for Megaupload. It is, by analogy to *Salad*, as though the Government walked away with the exact sliver of wood that contained the single finger print it wanted, then left the rest of the yacht to sink to the bottom of the ocean. That would not be fair play, and neither is this.

At this point, Megaupload seeks only to ensure against spoliation of evidence residing on the Mega Servers. And it would welcome the opportunity to engage constructively with the Government, as well as with Carpathia, about how best to achieve preservation, at least until such time as meaningful inspection can be undertaken, at minimal expense and consistent with the best interests of all concerned. Hitherto, Megaupload and Carpathia had worked out what seemed to be an optimal agreement whereby the servers would be transferred to Megaupload for some \$1.5 million; the Government objected, however, effectively blocking the transfer. D.E. 39 at 3 n.8; D.E. 56 at 4 n.3. Now, Megaupload would be willing to fund Carpathia’s continuing maintenance of the servers out of Megaupload’s own pocket, subject to reaching appropriate terms with Carpathia (along the lines of those previously negotiated) and obtaining appropriate authorization from the Court; the Government, however, has objected to that as well.

As the issue now comes before the Court, Megaupload respectfully submits that the costs of preservation are properly left to the Government to bear, particularly because (1) it was the

Government's overreaching that led to the termination of Megaupload's leases with Carpathia; (2) it was the Government that has ostensibly sought to circumvent its *Brady* obligations by cherry-picking around potentially exculpatory evidence;⁷ (3) it was the Government that has refused to engage cooperatively with Megaupload about unfreezing assets and finding a mutually agreeable approach for preserving relevant evidence; and (4) it was the Government that blocked Megaupload's agreement with Carpathia to purchase, take possession of, and preserve the servers. Alternatively, Megaupload is prepared to cover the costs of preserving the Mega Servers for the time being, provided only that it can reach appropriate terms with Carpathia (along the lines of those previously negotiated) and that this Court will order the unfreezing of assets sufficient for this purpose.

Finally, understanding and sharing the Government's concern that available assets be preserved, and in the spirit of constructive resolution, Megaupload respectfully suggests that the Court may want to order consultations between the parties, along the lines of the meet and confer that would obtain for electronic discovery in the civil context pursuant to FEDERAL RULE OF CIVIL PROCEDURE 26(f). Such consultations, if undertaken in good faith, would only help to contour, streamline, and expedite the extraction of relevant material relative to the operative theories and issues in dispute. In this and other respects, Megaupload stands ready and eager to

⁷ The Government, to its credit, "takes such allegations seriously," noting it "is unaware of any exculpatory evidence" and that prior putative counsel for Megaupload, who "had never spoken with any of the defendants," did not have "actual knowledge of the Carpathia Servers." D.E. 56 at 4 n.2. Of course, it is unrealistic to expect that instant counsel or our predecessors would have "actual knowledge" at this time, on this compressed schedule, in the absence of any funding whatsoever, of what reposes on 1,100+ Mega Servers. The instant circumstances are so troubling precisely because *no one* actually knows what resides across those servers; the Government apparently has made no effort to advise itself beyond loading up to prove its case, and is opposing efforts by Megaupload and others who would seek to learn for themselves.

pursue an approach to preservation of the Mega Servers that duly accounts for all relevant interests.

CONCLUSION

For the foregoing reasons, Megaupload respectfully requests that this Court grant appropriate relief in favor of Carpathia sufficient to ensure preservation of the Mega Servers, combined with any other such relief as the Court may deem fitting and appropriate.

Respectfully submitted,

/s/ Paul Brinkman

William A. Burck

Derek L. Shaffer

Paul Brinkman (VSB # 35950)

QUINN EMANULE URQUHART &

SULLIVAN LLP

1299 Pennsylvania Avenue N.W., Suite 825

Washington, D.C. 20004

(202) 538-8000

(202) 538-8100 (fax)

williamburck@quinnemanuel.com

paulbrinkman@quinnemanuel.com

Ira P. Rothken

THE ROTHKEN LAW FIRM

3 Hamilton Landing

Suite 280

Novato, CA 94949

(415) 924-4250

(415) 924-2905 (fax)

ira@techfirm.net

Counsel for Defendant Megaupload Limited

Dated: April 5, 2012

EXHIBIT A

Lauren Weeman

From: William Burck
Sent: Wednesday, April 04, 2012 4:43 AM
To: Stephen Hauss; Lauren Weeman
Subject: Fw: Fwd: 1:12cr3 (EDVA) Megaupload

From: Ira P. Rothken [<mailto:ira@techfirm.net>]
Sent: Wednesday, April 04, 2012 01:37 AM
To: William Burck
Subject: Fwd: 1:12cr3 (EDVA) Megaupload

Begin forwarded message:

From: "Ira P. Rothken" <ira@techfirm.net>
Date: January 29, 2012 2:16:28 PM PST
To: "Jay.Prabhu@usdoj.gov" <Jay.Prabhu@usdoj.gov>
Cc: "ira@techfirm.com" <ira@techfirm.com>, "Joseph.Walker@squiresanders.com" <Joseph.Walker@squiresanders.com>
Subject: Re: 1:12cr3 (EDVA) Megaupload

Jay,

We received your letter very late Friday that indicated there could be an imminent destruction of Megaupload consumer data files (and case evidence) on Thursday. We of course would think the United States and Megaupload would both be united in trying to avoid such a consumer protection calamity whereby innocent consumers could permanently lose access to everything from Microsoft Word files to family photos to digital artwork and many other things that could never ever be considered infringing.

Obviously Megaupload has its assets frozen and needs, amongst other things, funds unfrozen in an urgent manner to pay for bandwidth, hosting, and a sys admin in order to allow consumers to get access to their data stored in the Mega cloud and to backup the same for safekeeping.

We also need the United States to work with Mega and the host providers to prevent data and evidence destruction by ensuring more time than four days to hire expert(s) and to otherwise effectuate the above.

We also need to discuss unfreezing the domain name(s) to assist in the above access efforts.

If the United States fails at helping protect and restore Megaupload consumer data in an expedient fashion it could not only open itself up to civil liability but it could permanently stunt the growth of cloud computing in the United States and worldwide.

Please advise if you can have a short call with Joe Walker and me on Monday after 10 am pst to discuss the above issues and related matters. Obviously, in light of the data destruction exigency,

time is of the essence.

We look forward to speaking with you.

Very truly yours,

Ira P. Rothken
Rothken Law Firm
Techfirm.com
415 924 4250
Ira@techfirm.com

----- Original Message -----

From: Prabhu, Jay (USAVAE) <Jay.Prabhu@usdoj.gov>
To: 'paul.davison@davison.co.nz' <paul.davison@davison.co.nz>; 'gfoley@gfoley.co.nz' <gfoley@gfoley.co.nz>; 'Ira@techfirm.com' <Ira@techfirm.com>
Sent: Fri Jan 27 17:05:38 2012
Subject: 1:12cr3 (EDVA)

Counsel:

Please see the attached letter, which has also been publicly filed with our trial court. As a courtesy, I did not include your e-mail addresses in the filing.

Jay V. Prabhu
Chief, Cybercrime Unit
U.S. Attorney's Office for the Eastern District of Virginia
2100 Jamieson Avenue
Alexandria, Virginia 22314
Jay.Prabhu@usdoj.gov

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA

v.

KIM DOTCOM, et al.,

Defendants.

The Honorable Liam O'Grady

Criminal No. 1:12-CR-3

**DECLARATION OF DAVID SHIN PURSUANT TO 28 U.S.C. § 1746
IN SUPPORT OF DEFENDANT MEGAUPLOAD'S RESPONSE TO NON-PARTY
CARPATHIA HOSTING, INC.'S EMERGENCY MOTION FOR PROTECTIVE ORDER**

I, David Shin, declare:

1. The information contained in this declaration is within my personal knowledge, and, if called upon, I would testify as follows.

2. I am a Director in the KPMG LLP ("KPMG") Forensic Technology Services practice and am based in Los Angeles, California. KPMG Forensic Technology Services is a provider of computer forensic and eDiscovery services in the United States.

3. I have received over 300 hours of training in Computer Forensics, eDiscovery, and Incident Response. I hold a Bachelors of Science in Computer Information Systems from DeVry University – Long Beach. I also hold an EnCase Certified Examiner (EnCE) certification as well as EnCase Certified eDiscovery Practioner (EnCEP) certification.

4. As a Director with KPMG Forensic Technology Services, I am responsible for working on client engagements that include, among other things, data collection, ensuring evidence chain-of-custody, and analysis of collected data.

5. I am submitting this declaration at the request of Quinn Emanuel Urquhart & Sullivan, LLP and the Rothken Law Firm to describe procedures that KPMG performed relating

to two computer servers that have been mirrored and preserved for this case. KPMG was provided access to the two servers that, prior to the commencement of this case, had been leased by Megaupload Limited ("Mega") from Carpathia Hosting, Inc. ("Carpathia"). These two servers are identified as MEGA-ASH-3018-EE ("Web Server") and MEGA-ASH-3028 ("DB Server") and are located in the Equinix Data Center located at 21715 Filigree Court, Ashburn, VA 20147. I directly managed the preservation of computer forensic images for the hard disk drives contained within the two servers.

6. On February 28, 2012, KPMG was escorted into the Equinix Data Center by Glen Tannehill, Data Center Manager for Carpathia. Also accompanying KPMG were attorneys for Sidley Austin LLP (David Schilling), the Rothken Law Firm (Ira Rothken and Jared Smith), and Carpathia (Mark Zwillinger).

7. It is my understanding that KPMG was instructed to mirror these two specific servers because they provide information about data stored on other Mega servers. It is further my understanding this mirroring would enable the preservation of evidence on the two servers and enable the parties to try to develop an effective data preservation plan for this case, which involves 1,103 Mega servers containing approximately 25 petabytes (1 petabyte is equal to 1,000,000 gigabytes) of data.

8. Once KPMG was provided access into the Equinix Data Center and identified the Web Server and DB Server, we proceeded to preserve forensic images for hard disk drives contained within the two servers. The Web Server contained one hard disk drive and the DB Server contained two hard disk drives.

9. It took KPMG approximately 40 hours to preserve forensic images for hard disk drives contained with the two servers. The estimated cost to KPMG to mirror the two servers was approximately \$30,000.

10. KPMG has informed defendants' counsel of its estimate that the total costs of mirroring all of the servers would be on the order of \$7.5 million. Consistent with the relationship between the cost of mirroring just the two servers, on the one hand, and mirroring the entire universe of servers, on the other hand, extending the same process for the remaining servers would consume hundreds of times more in hours and expense than what imaging just the two servers consumed.

11. KPMG has not performed any analysis on the forensic images since that mirroring was complete and I do not know what data are stored on the servers.

12. Website front-end data is routinely stored in HTML. It is likely that the Mega Web Server that has been mirrored by KPMG contains web pages that would have been seen by end users viewing the Megaupload website. Back-end data like usernames, passwords, and file location information is routinely stored on data base servers. It is likely that the Mega DB Server contains such back-end data. Based on my experience it is unlikely that either server contains user content.

13. Based on the information provided to KPMG (i.e. there are 1,103 additional Mega servers containing approximately 25 petabytes of data), In my experience it is likely that user content not stored on the two servers mirrored by KPMG resides on the other Mega servers that we have not mirrored.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this __5th__ day of __April_____, 2012.

A handwritten signature in black ink, appearing to read 'David Shin', written over a horizontal line.

David Shin

EXHIBIT C

Asset Transfer and Limited Hosting Agreement

This Agreement is made this 28th day of February, 2012, by and between Carpathia Hosting, Inc. ("Carpathia"), a corporation located at 21000 Atlantic Boulevard, Suite 500, Dulles, Virginia 20166 and organized and existing under the laws of Delaware, and MegaUpload Limited, a corporation located at Room 1204, 12 Floor, Shanghai Industrial Investment Building, 48-62 Hennessy Road, Wanchai Hong Kong and organized and existing under the laws of Hong Kong.

WHEREAS, Megaupload ("Mega") is the owner of certain data that resides on computer servers that are owned by Carpathia;

WHEREAS, Mega asserts that it will be needing access to such data to prepare for its criminal defense in *United States v. Dotcom, et al*, No. 1:12-CR-00003-LO (E.D. Virginia) and is preparing a motion to have funds released for its defense;

WHEREAS, Carpathia is currently incurring daily out-of-pocket expenses to third-parties to maintain the servers in a powered, cooled and functional capacity at various datacenters in the United States and Canada;

WHEREAS, Mega seeks to be able to gain access to certain portions of the data immediately for the purposes of negotiating a further evidentiary and discovery protocol and release of assets with the United States of America;

WHEREAS, Mega seeks to be able to gain possession and control over the servers to facilitate access and use of exculpatory evidence throughout the course of the litigation

WHEREAS, Carpathia provided hosting services for a fee for Mega and is no longer receiving compensation for hosting Mega's data and there is a high risk that Mega will never have sufficient funds to fully monetarily compensate Carpathia due to the actions of the United States;

WHEREAS, Mega desires to purchase and Carpathia desires to sell all of the dedicated computer servers that are currently storing Mega's data in order to provide Mega with unfettered access to and control of the data and the servers without further burden to Carpathia;

IT IS HEREBY AGREED as follows:

1 PURCHASE AND LIMITED HOSTING OF ASSETS

- 1.1 Mega agrees to purchase the server assets set forth on Exhibit A ("Mega Assets") for the price of one million dollars (\$1,000,000) which sale shall be deemed to occur automatically as of 5 pm on March 2, 2012, provided no objection is made in writing by the United States Attorney's Office for the Eastern District of Virginia, and received by Carpathia prior to such time. No later than the close of business on February 28, 2012, the parties shall submit this Agreement to the United States Attorney's Office for the Eastern District of Virginia.
- 1.2 Mega agrees that it shall pay an additional \$465,500 (based on the rate of \$9,500 per day) to reimburse Carpathia for expenses due to third-parties for the Limited Hosting Period described in Section 2 herein.
- 1.3 For purposes of this agreement, the term "Contract Price," shall refer to \$1,465,500, representing \$1,000,000 for the Mega Assets and the \$465,500 for the services rendered during the Limited

Hosting Period.

- 1.4 The Contract Price shall be due within thirty days from the final disposition including appeals of any criminal action against Megaupload and co-defendants. Interest will accrue and be compounded monthly on all amounts not paid by January 1, 2013 at 8% per year.
- 1.5 All Mega Assets shall be purchased on an "As-Is," basis, and without any representation or warranty whatsoever other than Carpathia represents that it has good and clear title to the Mega Assets and has maintained such Mega Assets in a secure environment and, other than any access by Equinix as owner of the datacenter, has not permitted any third parties other than the United States to access the data on such Mega Assets.
- 1.6 Other than any access by Equinix or as required by legal process, Carpathia will allow only Mega to access the Mega Assets during the Limited Hosting Period, and that it will not allow anyone else access to the Mega Assets without proper legal process during the Limited Hosting Period, and will provide notice of all such legal process during the Limited Hosting Period to the fullest extent allowed by law.

2 LIMITED HOSTING PERIOD

- 2.1 Carpathia will continue to host the Mega Assets at its datacenters or in areas of Equinix's datacenters under its control until 12:00 pm edt on April 6, 2012") ("Limited Hosting Period"). Carpathia will not repair any hardware, including disk, failures on the servers. Carpathia may relocate the servers in the Equinix, Ashburn DC2 facility to one of the Equinix, Ashburn areas provided by Carpathia to Mega. Carpathia will not provide the servers seized by the Canadian Government in Toronto until such time as those servers are returned to Carpathia. The servers will have no networking connectivity during the Limited Hosting Period and all access to the servers will only be provided through local physical access.
- 2.2 During the Limited Hosting Period and immediately upon signing this agreement, Carpathia will provide access to Mega to conduct data review and forensic imaging of the Mega Assets including but not limited to the web and database servers provided that Mega conducts all imaging in a forensically-sound, read-only manner, and performed by third-party e-discovery consultants compliant with all applicable laws.
- 2.3 By the end of the Limited Hosting Period, Mega will take possession of the servers and remove them from all Carpathia facilities, and/or Carpathia leased-space in an Equinix datacenter, all at Mega's expense. Except as required by law, or applicable legal process, Carpathia directly (and indirectly to the extent of its contractual control over others) shall cooperate in this removal, both legally and technically.
- 2.4 Carpathia recognizes that Mega considers these servers to contain exculpatory evidence relevant to its criminal defense, and nothing herein shall be construed to constitute any admission by Mega that it has waived or failed to assert this position. Nevertheless, if Mega fails to take possession and remove any of such servers by the end of the Limited Hosting Period, regardless whether because it lacks the funds to do so or for any other reason, Mega recognizes that Carpathia and Equinix shall consider any such servers not so removed to be abandoned property under the laws of the jurisdiction in which such servers are located and that Carpathia and/or Equinix may seek to disassemble and remove such servers from its hosting environment. Mega does not consent to the destruction of any data on the servers, although it recognizes that, without compensation, Carpathia shall not continue to host Mega's servers, shall not be contractually bound to do so, and shall disassemble and remove such servers. This section 2.4 will be enforceable if it is lawful to do so and neither the United States nor Carpathia nor a third party has taken legal action to attach or enjoin the removal of the servers from their current location.

3 **INDEMNIFICATION BY MEGA.** Notwithstanding any other term of this Agreement, Mega shall indemnify, defend and hold harmless Carpathia and its members, directors, trustees, officers, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon Carpathia or the Indemnitees with regard to any claims, suits, actions, demands or judgments arising out of unlawful activities of Mega or its consultant during the Limited Access Period.

4 **NO WARRANTIES.** THE MEGA ASSETS WILL BE SOLD ON AN AS-IS BASIS, CARPATHIA DISCLAIMS TO THE FULL EXTENT OF THE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

5 **GENERAL**

5.1 **Governing Law.** This Agreement is made under and shall be governed by and construed in accordance with the laws of Virginia, without reference to conflict of laws principles.

5.2 **Severability.** Any provision of this Agreement that is held to be invalid by a court of competent jurisdiction shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

5.3 **Force Majeure.** Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder (with the sole exception of payment obligations) if such delay or default is caused by conditions beyond its reasonable control including without limitation acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), acts of terrorism, wars or insurrections.

5.4 **Waiver.** Failure or delay by either Party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

5.5 **Authority.** Each party represents and warrants that it has all necessary power and authority to execute this Agreement and to take all actions contemplated hereby and in so doing will not violate any law, or any other agreement or other commitment to which it is a party.

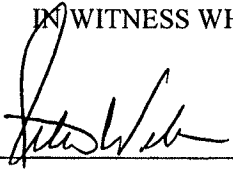
5.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one instrument binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. Each party may execute a separate signature page that may be appended to a single original of this Agreement.

5.7 **Understanding of the Agreement.** Each party acknowledges, represents and agrees that the person signing has read this Agreement including the Exhibits hereto, fully understands the terms hereof, and has either been fully advised by legal counsel with respect to the same, or voluntarily opted not to seek counsel. Each of the parties has had the opportunity to participate in the drafting of this Agreement. The Parties agree that this Agreement is executed voluntarily and without duress or undue influence on the Parties, their officers, employees, agents or attorneys and no Party is relying on any inducements, promises or representations made by any other Party other than as set forth herein.

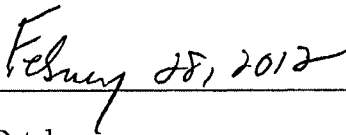
5.8 **Entire Agreement.** This Agreement and any Exhibits attached hereto set forth the entire understanding and agreement of the Parties and supersede any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any purchase order or other business form, and such

conflicting provisions are expressly rejected. This Agreement may be amended or changed only by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.



Peter Weber, CEO



[Date]

Carpathia Hosting, Inc.

By: _____

[Mega Upload Representative Signature]

Title: _____

Date: _____

conflicting provisions are expressly rejected. This Agreement may be amended or changed only by a writing signed by both Parties.

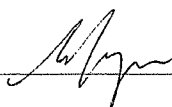
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

[Carpathia's Signature]

[Date]

[Carpathia]

By: _____



[Mega Upload Representative Signature]

Title: _____

cto

Date: _____

Feb 28, 2012

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Exhibit A
To
Asset Transfer and Limited Hosting Agreement

Make	Model	Device	Facility	Zone
Dell		Mega052 - 1820/106	Equinix Building F / DC2	Cage_1820
Dell		Mega053 - 1820/106	Equinix Building F / DC2	Cage_1820
Dell		Mega054 - 1820/106	Equinix Building F / DC2	Cage_1820
Dell		Mega055 - 1820/106	Equinix Building F / DC2	Cage_1820
Dell		SRV253 - 1740/10	Equinix Building F / DC2	Cage_1740
Dell		SRV329 - 1900/6	Equinix Building F / DC2	Cage_1900
Dell		SRV330 - 1900/6	Equinix Building F / DC2	Cage_1900
Dell		mega064 - 69.5.88.240 [3621]	Equinix Building F / DC2	Cage_2505
Dell		mega068 - 69.5.88.244 [3622]	Equinix Building F / DC2	Cage_2505
Dell		mega065 - 69.5.88.241 [3623]	Equinix Building F / DC2	Cage_2505
Dell		mega069 - 69.5.88.245 [3624]	Equinix Building F / DC2	Cage_2505
Dell		mega070 - 69.5.88.246 [3625]	Equinix Building F / DC2	Cage_2505
Dell		mega066 - 69.5.88.242 [3626]	Equinix Building F / DC2	Cage_2505
Dell		mega071 - 69.5.88.247 [3627]	Equinix Building F / DC2	Cage_2505
Dell		mega067 - 69.5.88.243 [3628]	Equinix Building F / DC2	Cage_2505
Dell		mega056 - 69.5.88.224 [3629]	Equinix Building F / DC2	Cage_2505
Dell		mega060 - 69.5.88.228 [3630]	Equinix Building F / DC2	Cage_2505
Dell		mega057 - 69.5.88.225 [3631]	Equinix Building F / DC2	Cage_2505
Dell		mega061 - 69.5.88.229 [3632]	Equinix Building F / DC2	Cage_2505
Dell		mega062 - 69.5.88.230 [3633]	Equinix Building F / DC2	Cage_2505
Dell		mega058 - 69.5.88.226 [3634]	Equinix Building F / DC2	Cage_2505
Dell		mega059 - 69.5.88.227 [3635]	Equinix Building F / DC2	Cage_2505
Dell		mega063 - 69.5.88.231 [3636]	Equinix Building F / DC2	Cage_2505
Dell		mega160 - 209.222.128.173 [3685]	Equinix Building F / DC2	Cage_42215
Dell		mega174 - 66.117.43.59 [3711]	Equinix Building F / DC2	Cage_42215
Dell		mega213 - 209.222.148.12 [3378]	Equinix Building F / DC2	Cage_2505
Dell		mega214 - 209.222.148.13 [3379]	Equinix Building F / DC2	Cage_2505
Dell		mega209 - 209.222.148.8 [3798]	Equinix Building F / DC2	Cage_2505
Dell		mega205 - 209.222.148.4 [3799]	Equinix Building F / DC2	Cage_2505
Dell		mega210 - 209.222.148.9 [3800]	Equinix Building F / DC2	Cage_2505
Dell		mega206 - 209.222.148.5 [3801]	Equinix Building F / DC2	Cage_2505
Dell		mega211 - 209.222.148.10 [3802]	Equinix Building F / DC2	Cage_2505
Dell		mega207 - 209.222.148.6 [3803]	Equinix Building F / DC2	Cage_2505
Dell		mega208 - 209.222.148.7 [3804]	Equinix Building F / DC2	Cage_2505
Dell		mega212 - 209.222.148.11 [3805]	Equinix Building F / DC2	Cage_2505
Dell		mega008 - 69.5.88.84 [3806]	Equinix Building F / DC2	Cage_1740
Dell		mega007 - 69.5.88.72 [3807]	Equinix Building F / DC2	Cage_1740
Dell		mega005 - 69.5.88.76 [3808]	Equinix Building F / DC2	Cage_1740
Dell		mega003 - 69.5.88.80 [3809]	Equinix Building F / DC2	Cage_1740
Dell		mega015 - 69.5.88.77 [3811]	Equinix Building F / DC2	Cage_1740
Dell		mega013 - 69.5.88.73 [3812]	Equinix Building F / DC2	Cage_1740
Dell		mega004 - 69.5.88.78 [3816]	Equinix Building F / DC2	Cage_1740
Dell		mega006 - 69.5.88.74 [3817]	Equinix Building F / DC2	Cage_1740
Dell		mega001 - 69.5.88.70 [3818]	Equinix Building F / DC2	Cage_1740
Dell		mega002 - 69.5.88.82 [3819]	Equinix Building F / DC2	Cage_1740
Dell		mega014 - 69.5.88.75 [3822]	Equinix Building F / DC2	Cage_1740
Dell		mega012 - 69.5.88.71 [3823]	Equinix Building F / DC2	Cage_1740
Dell		mega041 - 209.222.148.132 [3824]	Equinix Building F / DC2	Cage_1820
Dell		mega026 - 209.222.148.147 [3825]	Equinix Building F / DC2	Cage_1820
Dell		mega031 - 209.222.148.142 [3826]	Equinix Building F / DC2	Cage_1820
Dell		mega036 - 209.222.148.137 [3827]	Equinix Building F / DC2	Cage_1820
Dell		mega030 - 209.222.148.143 [3830]	Equinix Building F / DC2	Cage_1820
Dell		mega040 - 209.222.148.133 [3829]	Equinix Building F / DC2	Cage_1820
Dell		mega035 - 209.222.148.138 [3832]	Equinix Building F / DC2	Cage_1820
Dell		mega044 - 209.222.148.148 [3833]	Equinix Building F / DC2	Cage_1820
Dell		mega039 - 209.222.148.134 [3834]	Equinix Building F / DC2	Cage_1820
Dell		mega029 - 209.222.148.144 [3836]	Equinix Building F / DC2	Cage_1820
Dell		mega034 - 209.222.148.139 [3838]	Equinix Building F / DC2	Cage_1820
Dell		mega038 - 209.222.148.135 [3840]	Equinix Building F / DC2	Cage_1820
Dell		mega033 - 209.222.148.140 [3841]	Equinix Building F / DC2	Cage_1820
Dell		mega028 - 209.222.148.145 [3842]	Equinix Building F / DC2	Cage_1820
Dell		mega032 - 209.222.148.141 [3845]	Equinix Building F / DC2	Cage_1820
Dell		mega027 - 209.222.148.146 [3846]	Equinix Building F / DC2	Cage_1820
Dell		mega037 - 209.222.148.136 [3847]	Equinix Building F / DC2	Cage_1820
Dell		mega020 - 209.222.129.196 [3848]	Equinix Building F / DC2	Cage_2010
Dell		mega023 - 209.222.129.199 [3849]	Equinix Building F / DC2	Cage_2010
Dell		mega024 - 209.222.129.200 [3850]	Equinix Building F / DC2	Cage_2010
Dell		mega025 - 209.222.129.201 [3852]	Equinix Building F / DC2	Cage_2010

Exhibit A
To
Asset Transfer and Limited Hosting Agreement

Make	Model	Device	Priority	Zone
Dell		mega219 - 209.222.148.18 [4109]	Equinix Building F / DC2	Page_2505
Dell		mega223 - 209.222.148.14 [4110]	Equinix Building F / DC2	Page_2505
Dell		mega220 - 209.222.148.19 [4111]	Equinix Building F / DC2	Page_2505
Dell		mega224 - 209.222.148.15 [4112]	Equinix Building F / DC2	Page_2505
Dell		mega217 - 209.222.148.16 [4113]	Equinix Building F / DC2	Page_2505
Dell		mega221 - 209.222.148.20 [4114]	Equinix Building F / DC2	Page_2505
Dell		mega222 - 209.222.148.21 [4115]	Equinix Building F / DC2	Page_2505
Dell		mega218 - 209.222.148.17 [4116]	Equinix Building F / DC2	Page_2505
Dell		mega225 - 209.222.148.22 [4220]	Equinix Building F / DC2	Page_2505
Dell		mega051 - 209.222.148.155 [5442]	Equinix Building F / DC2	Page_1900
Dell		mega048 - 209.222.148.152 [5443]	Equinix Building F / DC2	Page_1900
Dell		mega045 - 209.222.148.149 [5437]	Equinix Building F / DC2	Page_1820
Dell		mega049 - 209.222.148.153 [5438]	Equinix Building F / DC2	Page_1900
Dell		mega046 - 209.222.148.150 [5439]	Equinix Building F / DC2	Page_1820
Dell		mega050 - 209.222.148.154 [5440]	Equinix Building F / DC2	Page_1900
Dell		mega047 - 209.222.148.151 [5441]	Equinix Building F / DC2	Page_1900
Dell		mega009 - 69.5.88.86 [3815]	Equinix Building F / DC2	Page_1740
Dell		mega021 - 209.222.129.197 [3851]	Equinix Building F / DC2	Page_2010
Dell		mega022 - 209.222.129.198 [3853]	Equinix Building F / DC2	Page_2010
Dell		mega043 - 209.222.148.130 [4204]	Equinix Building F / DC2	Page_1820
Dell		mega042 - 209.222.148.131 [4205]	Equinix Building F / DC2	Page_1820
		SRV283 - 5105/110	Equinix Building G / DC3	Page_5105
Dell	610/710/810	mega-ash-3000-fe - 174.140.154.6 [4301]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3001-fe - 174.140.154.7 [4306]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3002 - 174.140.154.8 [4311]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3003 - 174.140.154.9 [4316]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3004 - 174.140.154.10 [4302]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3005 - 174.140.154.11 [4310]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3006 - 174.140.154.12 [4315]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3007 - 174.140.154.13 [4320]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3008 - 174.140.154.14 [4303]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3009 - 174.140.154.15 [4307]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3010-fe - 174.140.154.16 [4312]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3011-fe - 174.140.154.17 [4317]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3012 - 174.140.154.18 [4304]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3013 - 174.140.154.19 [4309]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3014 - 174.140.154.20 [4314]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3015 - 174.140.154.21 [4319]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3016 - 174.140.154.22 [4305]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3017 - 174.140.154.23 [4308]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3018 - 174.140.154.24 [4313]	Equinix Building I / DC4	Page_41235
Dell	610/710/810	mega-ash-3019 - 174.140.154.25 [4318]	Equinix Building I / DC4	Page_41235
Super Micro	4U Single Proc 24 Drive	mega-ash1204 - 209.222.128.204 [3519]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1205 - 209.222.128.205 [3522]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1206 - 209.222.128.206 [3527]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1207 - 209.222.128.207 [3532]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1208 - 209.222.128.208 [3535]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1209 - 209.222.128.209 [3541]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1210 - 209.222.128.210 [3854]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1211 - 209.222.128.211 [3549]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1212 - 209.222.128.212 [3554]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1213 - 209.222.128.213 [3518]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1214 - 209.222.128.214 [3524]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1215 - 209.222.128.215 [3529]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1216 - 209.222.128.216 [3531]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1217 - 209.222.128.217 [3925]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1218 - 209.222.128.218 [3537]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1219 - 209.222.128.219 [3542]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1220 - 209.222.128.220 [3546]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1221 - 209.222.128.221 [3551]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1222 - 209.222.128.222 [3516]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1223 - 209.222.128.223 [3521]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1224 - 209.222.128.224 [3526]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1225 - 209.222.128.225 [3530]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1226 - 209.222.128.226 [3855]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1227 - 209.222.128.227 [3539]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1228 - 209.222.128.228 [3543]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash1229 - 209.222.128.229 [3547]	Equinix Building I / DC4	Page_42215

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Exhibit A
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Make	Model	Device	Facility	Zone
Super Micro	4U Single Proc 24 Drive	mega-ash286 - 66.117.43.86 [3578]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash287 - 66.117.43.87 [3583]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash288 - 66.117.43.88 [3589]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash289 - 66.117.43.89 [3594]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash290 - 66.117.43.90 [3599]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash291 - 66.117.43.91 [3604]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash292 - 66.117.43.92 [3608]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash293 - 66.117.43.93 [3613]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash294 - 66.117.43.94 [3617]	Equinix Building I / DC4	Page_42215
Super Micro	4U Single Proc 24 Drive	mega-ash295 - 66.117.43.95 [3561]	Equinix Building I / DC4	Page_42215
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Dell	610/710/810	mega-ashdc4-3026 - 174.140.154.32 [4690]	Equinix Building I / DC4	Page_41235
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Dell	610/710/810	mega-ashdc4-3029 - 174.140.154.35 [4639]	Equinix Building I / DC4	Page_41235
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Dell	610/710/810	mega-ashdc4-3032 - 174.140.154.38 [4697]	Equinix Building I / DC4	Page_41235
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Super Micro	4 U single Proc 24 Drive Server	mega-la-271 - 174.140.129.71 [3416]	Equinix LA3	Page_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-212 - 174.140.129.12 [3417]	Equinix LA3	Page_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-257 - 174.140.129.57 [3418]	Equinix LA3	Page_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-227 - 174.140.129.27 [3419]	Equinix LA3	Page_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-242 - 174.140.129.42 [3420]	Equinix LA3	Page_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-258 - 174.140.129.58 [3421]	Equinix LA3	Page_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-213 - 174.140.129.13 [3422]	Equinix LA3	Page_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-228 - 174.140.129.28 [3423]	Equinix LA3	Page_1560

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Exhibit A
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Make	Model	Device	Facility	Zone
Super Micro	4 U single Proc 24 Drive Server	mega-la-128 - 174.140.128.28 [3492]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-144 - 174.140.128.44 [3493]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-115 - 174.140.128.15 [3494]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-159 - 174.140.128.59 [3495]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-129 - 174.140.128.29 [3496]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-145 - 174.140.128.45 [3497]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-160 - 174.140.128.60 [3498]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-116 - 174.140.128.16 [3499]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-130 - 174.140.128.30 [3500]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-146 - 174.140.128.46 [3501]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-161 - 174.140.128.61 [3502]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-117 - 174.140.128.17 [3503]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-147 - 174.140.128.47 [3504]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-162 - 174.140.128.62 [3505]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-131 - 174.140.128.31 [3506]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-118 - 174.140.128.18 [3507]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-148 - 174.140.128.48 [3508]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-163 - 174.140.128.63 [3509]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-132 - 174.140.128.32 [3510]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-119 - 174.140.128.19 [3511]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-149 - 174.140.128.49 [3512]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-164 - 174.140.128.64 [3513]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-133 - 174.140.128.33 [3514]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-134 - 174.140.128.34 [3515]	Equinix LA3	Cage_1560
Super Micro	4 U single Proc 24 Drive Server	mega-la-16 - 174.140.128.6 [3890]	Equinix LA3	Cage_1560
Super Micro	1 U17 Server	mega-phx-1100-srv0041 - 174.140.136.45 [5300]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0061 - 174.140.136.65 [5301]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0001 - 174.140.136.5 [5302]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0081 - 174.140.136.85 [5303]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0021 - 174.140.136.25 [5304]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0062 - 174.140.136.66 [5305]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0002 - 174.140.136.6 [5306]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0082 - 174.140.136.86 [5307]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0042 - 174.140.136.46 [5308]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0022 - 174.140.136.26 [5309]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0083 - 174.140.136.87 [5310]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0063 - 174.140.136.67 [5311]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0003 - 174.140.136.7 [5312]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0043 - 174.140.136.47 [5313]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0023 - 174.140.136.27 [5314]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0064 - 174.140.136.68 [5315]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0024 - 174.140.136.28 [5316]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0044 - 174.140.136.48 [5317]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0004 - 174.140.136.8 [5318]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0084 - 174.140.136.88 [5319]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0065 - 174.140.136.69 [5320]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0025 - 174.140.136.29 [5321]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0045 - 174.140.136.49 [5322]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0005 - 174.140.136.9 [5323]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0085 - 174.140.136.89 [5324]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0066 - 174.140.136.70 [5325]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0046 - 174.140.136.50 [5326]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0026 - 174.140.136.30 [5327]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0006 - 174.140.136.10 [5328]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0086 - 174.140.136.90 [5329]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0067 - 174.140.136.71 [5330]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0047 - 174.140.136.51 [5331]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0027 - 174.140.136.31 [5332]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0007 - 174.140.136.11 [5333]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0087 - 174.140.136.91 [5334]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0068 - 174.140.136.72 [5335]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0048 - 174.140.136.52 [5336]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0028 - 174.140.136.32 [5337]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0088 - 174.140.136.92 [5338]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0008 - 174.140.136.12 [5339]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0069 - 174.140.136.73 [5340]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0049 - 174.140.136.53 [5341]	PHX 1	Suite 100
Super Micro	1 U17 Server	mega-phx-1100-srv0029 - 174.140.136.33 [5342]	PHX 1	Suite 100

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Make	Model	Device	Facility	Zone
Super Micro	1 U I7 Server	mega-phx-1100-srv0089 - 174.140.136.93 [5343]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0009 - 174.140.136.13 [5344]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0070 - 174.140.136.74 [5345]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0050 - 174.140.136.54 [5346]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0030 - 174.140.136.34 [5347]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0090 - 174.140.136.94 [5348]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0010 - 174.140.136.14 [5349]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0071 - 174.140.136.75 [5350]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0051 - 174.140.136.55 [5351]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0031 - 174.140.136.35 [5352]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0011 - 174.140.136.15 [5353]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0091 - 174.140.136.95 [5354]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0072 - 174.140.136.76 [5355]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0032 - 174.140.136.36 [5356]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0052 - 174.140.136.56 [5357]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0092 - 174.140.136.96 [5358]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0012 - 174.140.136.16 [5359]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0073 - 174.140.136.77 [5360]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0053 - 174.140.136.57 [5361]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0033 - 174.140.136.37 [5362]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0013 - 174.140.136.17 [5363]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0093 - 174.140.136.97 [5364]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0074 - 174.140.136.78 [5365]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0054 - 174.140.136.58 [5366]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0034 - 174.140.136.38 [5367]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0094 - 174.140.136.98 [5368]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0014 - 174.140.136.18 [5369]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0075 - 174.140.136.79 [5370]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0055 - 174.140.136.59 [5371]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0035 - 174.140.136.39 [5372]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0015 - 174.140.136.19 [5373]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0095 - 174.140.136.99 [5374]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0076 - 174.140.136.80 [5375]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0056 - 174.140.136.60 [5376]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0036 - 174.140.136.40 [5377]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0096 - 174.140.136.100 [5378]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0016 - 174.140.136.20 [5379]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0077 - 174.140.136.81 [5380]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0057 - 174.140.136.61 [5381]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0037 - 174.140.136.41 [5382]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0097 - 174.140.136.101 [5383]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0017 - 174.140.136.21 [5384]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0078 - 174.140.136.82 [5385]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0058 - 174.140.136.62 [5386]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0038 - 174.140.136.42 [5387]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0018 - 174.140.136.22 [5388]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0098 - 174.140.136.102 [5389]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0079 - 174.140.136.83 [5390]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0059 - 174.140.136.63 [5391]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0039 - 174.140.136.43 [5392]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0099 - 174.140.136.103 [5393]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0019 - 174.140.136.23 [5394]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0080 - 174.140.136.84 [5395]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0060 - 174.140.136.64 [5396]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0040 - 174.140.136.44 [5397]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0100 - 174.140.136.104 [5398]	PHX 1	Suite 100
Super Micro	1 U I7 Server	mega-phx-1100-srv0020 - 174.140.136.24 [5399]	PHX 1	Suite 100
Super Micro	1 Proc 4U 24 Drive	mega-yyz-227 - 173.245.126.23 [5647]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-247 - 173.245.126.33 [5648]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-267 - 173.245.126.43 [5649]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-287 - 173.245.126.53 [5650]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-207 - 173.245.126.13 [5651]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-229 - 173.245.126.24 [5652]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-269 - 173.245.126.44 [5653]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-289 - 173.245.126.54 [5654]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-209 - 173.245.126.14 [5655]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-249 - 173.245.126.34 [5656]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-231 - 173.245.126.25 [5657]	Toronto / YYZ1	Suite 611

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Make	Model	Device	Facility	Zone
Super Micro	1 Proc 4U 24 Drive	mega-yyz-258 - 173.245.127.38 [5726]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-220 - 173.245.127.19 [5727]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-280 - 173.245.127.49 [5728]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-300 - 173.245.127.59 [5729]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-260 - 173.245.127.39 [5730]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-240 - 173.245.127.29 [5731]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1323 - 174.140.158.157 [5755]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1302 - 174.140.158.136 [5754]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1316 - 174.140.158.150 [5756]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1309 - 174.140.158.143 [5757]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1330 - 174.140.158.164 [5758]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1303 - 174.140.158.137 [5759]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1317 - 174.140.158.151 [5760]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1324 - 174.140.158.158 [5761]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1310 - 174.140.158.144 [5762]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1331 - 174.140.158.165 [5763]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1304 - 174.140.158.138 [5764]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1318 - 174.140.158.152 [5765]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1311 - 174.140.158.145 [5766]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1325 - 174.140.158.159 [5767]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1332 - 174.140.158.166 [5768]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1305 - 174.140.158.139 [5769]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1319 - 174.140.158.153 [5770]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1326 - 174.140.158.160 [5771]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1312 - 174.140.158.146 [5772]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1306 - 174.140.158.140 [5773]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1320 - 174.140.158.154 [5774]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1327 - 174.140.158.161 [5775]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1313 - 174.140.158.147 [5776]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1307 - 174.140.158.141 [5777]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1321 - 174.140.158.155 [5778]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1328 - 174.140.158.162 [5779]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1314 - 174.140.158.148 [5780]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1308 - 174.140.158.142 [5781]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1322 - 174.140.158.156 [5782]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1329 - 174.140.158.163 [5783]	Toronto / YYZ1	Suite 611
Dell	R610/710/810	mega-yyz-1315 - 174.140.158.149 [5784]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	yyz-116 - 174.140.156.62 [3958]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-041 - 174.140.156.50 [3959]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-077 - 174.140.156.23 [3957]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-079 - 174.140.156.25 [3963]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-001 - 174.140.156.10 [3954]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-027 - 174.140.156.36 [3955]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-040 - 174.140.156.49 [3956]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-002 - 174.140.156.11 [3960]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-042 - 174.140.156.51 [3964]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-078 - 174.140.156.24 [3961]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-117 - 174.140.156.63 [3962]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-003 - 174.140.156.12 [3965]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-093 - 174.140.156.39 [3966]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-055 nic2- 174.140.156.64 [3967]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-005 - 174.140.156.14 [3976]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-045 - 174.140.156.54 [3979]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-081 - 174.140.156.27 [3977]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-095 - 174.140.156.41 [3973]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-056 - 174.140.156.65 [3968]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-094 - 174.140.156.40 [3969]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-043 - 174.140.156.52 [3970]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-004 - 174.140.156.13 [3971]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-080 - 174.140.156.26 [3972]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-057 - 174.140.156.66 [3974]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-044 - 174.140.156.53 [3975]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-096 - 174.140.156.42 [3978]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-006 - 174.140.156.15 [3980]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-019 - 174.140.156.28 [3981]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-059 - 174.140.156.68 [3982]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-109 - 174.140.156.55 [3983]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-007 - 174.140.156.16 [3984]	Toronto / YYZ1	Suite 514

Exhibit A
To
Asset Transfer and Limited Hosting Agreement

Make	Model	Device	Facility	Zone
Super Micro	1 Proc 4U 24 Drive	yyz-020 - 174.140.156.29 [3985]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-060 - 174.140.156.69 [3986]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-098 - 174.140.156.44 [3987]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-110 - 174.140.156.56 [3988]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-008 - 174.140.156.17 [3989]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-021 - 174.140.156.30 [3990]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-061 - 174.140.156.70 [3991]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-099 - 174.140.156.45 [3992]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-009 - 174.140.156.18 [3993]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-022 - 174.140.156.31 [3994]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-062 - 174.140.156.71 [3995]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-037 - 174.140.156.46 [3996]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-113 - 174.140.156.59 [3997]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-073 - 174.140.156.19 [3998]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-023 - 174.140.156.32 [3999]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-063 - 174.140.156.72 [4000]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-038 - 174.140.156.47 [4001]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-114 - 174.140.156.60 [4002]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-074 - 174.140.156.20 [4003]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-024 - 174.140.156.33 [4004]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-039 - 174.140.156.48 [4005]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-115 - 174.140.156.61 [4006]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-075 - 174.140.156.21 [4007]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-025 - 174.140.156.34 [4008]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-076 - 174.140.156.22 [4009]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-026 - 174.140.156.35 [4010]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-064 - 174.140.157.10 [4011]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-090 - 174.140.157.36 [4012]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-014 - 174.140.157.23 [4013]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-103 - 174.140.157.49 [4014]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-054 - 174.140.157.63 [4015]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-065 - 174.140.157.11 [4016]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-028 - 174.140.157.37 [4017]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-015 - 174.140.157.24 [4018]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-104 - 174.140.157.50 [4019]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-118 - 174.140.157.64 [4020]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-066 - 174.140.157.12 [4021]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-029 - 174.140.157.38 [4022]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-016 - 174.140.157.25 [4023]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-105 - 174.140.157.51 [4024]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-067 - 174.140.157.13 [4025]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-017 - 174.140.157.26 [4026]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-120 - 174.140.157.66 [4027]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-030 - 174.140.157.39 [4028]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-106 - 174.140.157.52 [4029]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-068 - 174.140.157.14 [4030]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-031 - 174.140.157.40 [4031]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-018 - 174.140.157.27 [4032]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-121 - 174.140.157.67 [4033]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-107 - 174.140.157.53 [4034]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-069 - 174.140.157.15 [4035]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-108 - 174.140.157.54 [4036]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-082 - 174.140.157.28 [4037]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-122 - 174.140.157.68 [4038]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-070 - 174.140.157.16 [4039]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-046 - 174.140.157.55 [4040]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-123 - 174.140.157.69 [4041]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-084 - 174.140.157.30 [4042]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-071 - 174.140.157.17 [4043]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-036 - 174.140.157.45 [4044]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-047 - 174.140.157.56 [4045]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-124 - 174.140.157.70 [4046]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-100 - 174.140.157.46 [4047]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-048 - 174.140.157.57 [4048]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-086 - 174.140.157.32 [4049]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-010 - 174.140.157.19 [4050]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-101 - 174.140.157.47 [4051]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-049 - 174.140.157.58 [4052]	Toronto / YYZ1	Suite 514

Exhibit A
To
Asset Transfer and Limited Hosting Agreement

Make	Model	Device	Facility	Zone
Super Micro	1 Proc 4U 24 Drive	yyz-087 - 174.140.157.33 [4053]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-011 - 174.140.157.20 [4054]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-089 - 174.140.157.35 [4060]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-102 - 174.140.157.48 [4055]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-051 - 174.140.157.60 [4059]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-050 - 174.140.157.59 [4056]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-088 - 174.140.157.34 [4057]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-012 - 174.140.157.21 [4058]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-013 - 174.140.157.22 [4061]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-052 - 174.140.157.61 [4062]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-132 - 174.140.156.78 [4063]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-128 - 174.140.156.74 [4064]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-129 - 174.140.156.75 [4065]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-134 - 174.140.156.80 [4066]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-130 - 174.140.156.76 [4067]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-135 - 174.140.156.81 [4068]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-131 - 174.140.156.77 [4069]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-032 - 174.140.157.41 [4072]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-058 - 174.140.156.67 [4078]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-053 - 174.140.157.62 [4079]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-033 - 174.140.157.42 [4080]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-034 - 174.140.157.43 [4081]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-035 - 174.140.157.44 [4082]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-072 - 174.140.157.18 [4083]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-085 - 174.140.157.31 [4084]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-092 - 174.140.156.38 [4085]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-097 - 174.140.156.43 [4086]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-111 - 174.140.156.57 [4087]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-112 - 174.140.156.58 [4088]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-119 - 174.140.157.65 [4089]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-133 - 174.140.156.79 [4090]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-126 - 174.140.157.72 [4107]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-125 - 174.140.157.71 [4106]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-091 - 174.140.156.37 [4108]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-083 - 174.140.157.29 [4157]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-127 - 174.140.156.73 [4198]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	yyz-029 - ipmi - 174.140.159.68 [4271]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1029 - 174.140.158.34 [4326]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1015 - 174.140.158.20 [4327]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1008 - 174.140.158.13 [4325]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1022 - 174.140.158.27 [4328]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1001 - 174.140.158.6 [4329]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1009 - 174.140.158.14 [4330]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1030 - 174.140.158.35 [4331]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1016 - 174.140.158.21 [4332]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1002 - 174.140.158.7 [4333]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1023 - 174.140.158.28 [4334]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1010 - 174.140.158.15 [4335]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1017 - 174.140.158.22 [4336]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1031 - 174.140.158.36 [4337]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1003 - 174.140.158.8 [4338]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1024 - 174.140.158.29 [4339]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1011 - 174.140.158.16 [4340]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1018 - 174.140.158.23 [4341]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1032 - 174.140.158.37 [4342]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1004 - 174.140.158.9 [4343]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1025 - 174.140.158.30 [4344]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1012 - 174.140.158.17 [4345]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1019 - 174.140.158.24 [4346]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1005 - 174.140.158.10 [4347]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1026 - 174.140.158.31 [4348]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1013 - 174.140.158.18 [4349]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1020 - 174.140.158.25 [4350]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1006 - 174.140.158.11 [4351]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1027 - 174.140.158.32 [4352]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1014 - 174.140.158.19 [4353]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1021 - 174.140.158.26 [4354]	Toronto / YYZ1	Suite 514
Dell	710/810	mega-yyz-1028 - 174.140.158.33 [4355]	Toronto / YYZ1	Suite 514

Exhibit A
To
Asset Transfer and Limited Hosting Agreement

Make	Model	Device	Facility	Zone
Dell	710/810	mega-yyz-1007 - 174.140.158.12 [4356]	Toronto / YYZ1	Suite 514
Super Micro	1 Proc 4U 24 Drive	mega-yyz-263 - 173.245.126.41 [5639]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-281 - 173.245.126.50 [5635]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-243 - 173.245.126.31 [5638]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-203 - 173.245.126.11 [5641]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-283 - 173.245.126.51 [5640]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-201 - 173.245.126.10 [5636]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-223 - 173.245.126.21 [5637]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-261 - 173.245.126.40 [5634]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-241 - 173.245.126.30 [5633]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-221 - 173.245.126.20 [5632]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-225 - 173.245.126.22 [5642]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-245 - 173.245.126.32 [5643]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-265 - 173.245.126.42 [5644]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-205 - 173.245.126.12 [5645]	Toronto / YYZ1	Suite 611
Super Micro	1 Proc 4U 24 Drive	mega-yyz-285 - 173.245.126.52 [5646]	Toronto / YYZ1	Suite 611

EXHIBIT D

Lauren Weeman

From: Ira P. Rothken [ira@techfirm.net]
Sent: Thursday, April 05, 2012 9:16 PM
To: Lauren Weeman
Subject: Fwd: Feedback

Begin forwarded message:

From: "Ira P. Rothken" <ira@techfirm.net>
Date: April 4, 2012 1:32:14 AM PDT
To: William Burck <WilliamBurck@quinnemanuel.com>
Subject: Fwd: Feedback

Begin forwarded message:

From: "Ira P. Rothken" <ira@techfirm.net>
Date: March 14, 2012 11:56:17 PM PDT
To: "Prabhu, Jay (USAVAE)" <Jay.Prabhu@usdoj.gov>
Cc: "emenicholas@sidley.com" <emenicholas@sidley.com>, "Kelly, Lindsay A. (USAVAE)" <Lindsay.A.Kelly@usdoj.gov>, "ira@techfirm.com" <ira@techfirm.com>, "tcgreen@sidley.com" <tcgreen@sidley.com>, "bberenson@sidley.com" <bberenson@sidley.com>, "Wiechering, Bob (USAVAE)" <Bob.Wiechering@usdoj.gov>
Subject: Re: Feedback

Jay,

Kindly advise if the United States would approve the sale of the servers from Carpathia to Megaupload under the following constraints:

LIMITATIONS OF MEGAUPLOAD

The Mega server data shall be preserved and under a litigation hold.

Mega's counsel and its consultants shall have exclusive access to the Mega data hosted on the Mega servers in order to conduct the defense of the criminal action(s) and handling potential civil action(s) with access to relevant evidence.

All uses of the data on such servers shall be for purposes of assisting Mega, and Mega's co-defendants in criminal or civil litigation and legal compliance, such as subpoenas, and for no other purpose absent court order.

Mega agrees that all data access and imaging/copying will be conducted in a forensically-sound, read-only manner, and performed by third-party computer

forensic examiners who have been advised of and have agreed to comply with the above.

Consumer access to server content shall be prohibited and allowed only on such terms as shall be ordered by a United States District Court or agreed to in writing signed by the US Attorney's Office.

No electronically stored materials may be materially altered, wiped, deleted, or destroyed in any manner.

The above shall be entered as an agreed upon written and signed (limited appearance) stipulated electronic evidence preservation order with a United States District Court and may only be modified for good cause by a District Court Judge.

//

Kindly advise as soon as feasible if the US Attorney's office is agreeable with the above constraints. This will allow Mega to effectuate the server deal with Carpathia and preserve the data/evidence for legal use for multiple potential parties and resolve disagreements between Mega and Carpathia on preservation obligations.

If you have any questions or additional conditions please advise.

Thanks,

Ira P. Rothken
Rothken Law Firm
Techfirm.com
415 924 4250
Ira@techfirm.com